

MEDIUM-TERM EXPRESS CREDIT PROGRAM
Amendments to the MGA

The MGA is hereby amended as follows with respect to guarantees issued under the Medium-Term EXpress Credit Program:

1. Section 3.07(a) is hereby amended by deleting and replacing said section in its entirety with the following:

“(a) Medium Term Credits. For each Medium Term Credit, subject to the terms and conditions of this Agreement, the relevant Eximbank M/T Credit Agreement (if any) and the relevant Eximbank Approval, all Disbursements made with respect to Items or Local Cost Items shall be covered by the Guarantee up to ~~95%~~ of the following maximum amount:

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- (i) an amount equal to the lesser of (A) 85% of the Aggregate Contract Price of any such Items supplied by a single Supplier or Ancillary Supplier the purchase of which is financed by any Disbursement(s) covered by a single Request for Guarantee or Request for Certificate of Guaranteed Disbursement, or (B) 100% of the U.S. Content of the Items referred to in sub-clause (A) of this clause (a)(i); plus
 - (ii) the aggregate amount of the Local Cost Financed Portion of any such Local Cost Items covered by such Disbursement; plus
 - (iii) an amount equal to 100% of the Exposure Fee.”

2. Section 4.02 is hereby amended by deleting and replacing said section in its entirety with the following:

“4.02 Coverage of the Guarantees. The Guarantee for each Credit shall extend to the following amounts (collectively, the "Guaranteed Amount"):

- (a) with respect to the full Credit or, in the case of a Credit evidenced by Tranche Notes, with respect to each Tranche Note, ~~95% of~~ either (i) that portion of the disbursed and outstanding principal amount of each Note that evidences Disbursements with respect to which Eximbank has issued one or more Guarantee Certificates; or (ii) the disbursed and outstanding principal amount of either (A) each Note which bears a Guarantee Legend or (B) each Note or Note Series with respect to which a Guaranteed Note Certificate has been issued; in each case *provided* that in no event shall the liability of Eximbank under this clause 4.02(a)

with respect to any Notes or Note Series pertaining to the Credit exceed the Total Financed Amount for such Credit;

(b) interest on the principal amounts described in Section 4.02(a) above **that are guaranteed by Ex-Im Bank**, accrued at the Guaranteed Interest Rate to the scheduled payment dates thereof; and

(c) interest on any due and unpaid amounts described in Sections 4.02(a) and 4.02(b) above **that are guaranteed by Ex-Im Bank**, accrued at the Guaranteed Interest Rate from the scheduled payment dates thereof to the date of actual payment thereof.”

3. Sections 8.05(c), (d), (g) and (h) are hereby amended by deleting and replacing said sections in their entirety with the following:

“(c) In the case of each demand made with respect to a Floating Rate Note, after the later of (x) the relevant Demand Date and (y) the relevant first Payment Date, Eximbank shall pay **the Guaranteed Amount** in a single installment (an "Accelerated Payment") (the payment method provided for in this Section 8.05(c) referred to as the "Accelerated Payment Method").

(d) In the case of each demand made with respect to a Fixed Rate Note, after the later of (x) the relevant Demand Date and (y) the relevant first Payment Date, Eximbank shall: (i) in the case of each such Note under which a payment default has occurred, pay an amount equal to the sum of: (A) the due and unpaid installment(s) of principal and/or interest that is included in the Guaranteed Amount; and (B) the interest accrued on the installment(s) described in clause (i)(A) **that is included in the Guaranteed Amount** at the Guaranteed Interest Rate from the due date(s) for such installment(s) to the date of payment by Eximbank; and (ii) issue to the relevant Noteholder and deliver to the Lender, on behalf of such Noteholder, a payment certificate in the form of Annex I (a "Payment Certificate") with respect to the outstanding (but not yet due and payable) balance of the Note that is included in the Guaranteed Amount (the payment method provided for in this Section 8.05(d) referred to as the "Installment Payment Method"). In accordance with the terms of each Payment Certificate, Eximbank will pay the principal amount of such Payment Certificate in installments on the payment dates and in the amount set forth therein, including interest accrued thereon at the Guaranteed Interest Rate.

(g) Notwithstanding anything to the contrary contained herein with respect to interest due on or after the first Repayment Date, if the Lender's demand is based upon a failure by the Borrower to pay interest that is due and payable prior to the first Repayment Date, Eximbank shall pay an amount equal to **95% of** the sum of: (i) such due and unpaid interest; and (ii) the interest accrued at the Guaranteed Interest Rate on such due and unpaid interest from its due date to the date of payment by Eximbank.

(h) In the event that Eximbank fails to make claim payment within fifteen (15) Business Days after the Demand Date, thereby failing to comply with its obligations under Section 8.05(b), for each additional day after the fifteenth Business Day up to the day on which Eximbank makes claim payment, Eximbank shall pay the Lender an additional amount equal to **95% of** the difference between (i) interest accrued on the defaulted installment(s) of principal and/or interest at the Guaranteed Interest Rate as provided in the foregoing provisions of this Section 8.05 and (ii) interest on such installment(s) calculated at a rate per annum equal to the sum of: (x) one percent (1%) and (y) the higher of the Guaranteed Interest Rate or the Federal Funds Rate.”

4. Section 8.06 is hereby amended by adding the following to the end of such section:

“; provided, however, that Ex-Im Bank shall pay the Lender 5% of the net proceeds of any recovery efforts, where “net proceeds” shall mean (i) proceeds received from the exercise of rights and remedies with respect to any assets of a Borrower or a Guarantor or any other source of payment to collect amounts due or to become due on such Notes, the Credit Agreement and the foreclosure upon, the liquidation of, or the exercise of any other rights or remedies, with respect to any Security, less (ii) all reasonable out-of-pocket costs and expenses, including reasonable attorney fees, incurred by Ex-Im Bank in the exercise of such rights or in prosecuting any suit, litigation, arbitration or proceeding against a Borrower or any Guarantor.”

5. Sections 9.05(b) and (c) are hereby amended by deleting and replacing said sections in their entirety with the following:

“(b) After Eximbank's first payment under this Agreement in accordance with the Disbursement Payment Method, until the amounts assigned to Eximbank under this Agreement with respect to such Credit have been paid in full, the Lender or the Noteholder, as the case may be, shall forward promptly to Eximbank **95% of** such Non-Eximbank Payment.

(c) After Eximbank's first payment under this Agreement in accordance with a Payment Method provided in Section 4.08(b), the Lender or the Noteholder, as the case may be, shall forward promptly to Eximbank **95% of** such Non-Eximbank Payment.”